

**UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

PINES BACH LLP, v. MICHAEL A. MILLS, 	Plaintiff, Defendant.
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Case No. 22-cv-66

AMENDED COMPLAINT

Plaintiff Pines Bach LLP for its amended complaint against Michael A. Mills alleges as follows:

PARTIES

1. Plaintiff Pines Bach LLP (“Pines Bach”) is a law firm and limited liability partnership organized and existing under the laws of the State of Wisconsin, with a principal place of business located at 122 W. Washington Avenue, Suite 900, Madison, Dane County, Wisconsin 53703. The partners of Pines Bach are Ann Davies, Christa Westerberg, Diane M. Welsh, Elise Clancy-Ruoho, Holly Slota, Jordan C. Loeb, Joshua Kindkeppel, Juscha E. M. Robinson, and Tamara Packard (the “partners”). Each one of the partners is an adult citizen of the State of Wisconsin. Each one of the partners is domiciled in and permanently resides in Dane County, Wisconsin.

2. Defendant Michael A. Mills (“Mills”) is an adult citizen of the State of Texas. Mills is domiciled in the State of Texas with a permanent residence address of 14747 Kellywood Lane, Houston, Texas 77079.

JURISDICTION

3. Jurisdiction of this Court arises under 28 U.S.C. § 1332(a), diversity of citizenship. Supplemental jurisdiction exists for state law claims pursuant to 28 U.S.C. § 1367.

FACTUAL ALLEGATIONS

COUNT ONE – BREACH OF CONTRACT AND ACCOUNT STATED

4. Reallege as though set forth in full paragraphs 1 through 3 of this complaint.
5. On April 11, 2019, at the specific instance and request of Mills, Pines Bach and Mills entered into a contract for legal services to be provided by Pines Bach in Dane County, State of Wisconsin (the “contract”).
6. From April 11, 2019 through February 1, 2020, Pines Bach provided legal services to Mills under the contract.
7. Pines Bach fully performed its obligations under the contract.
8. The total amount charged for legal services rendered to Mills under the contract is \$113,079.62.
9. The amounts charged to Mills for legal services by Pines Bach are fair and reasonable and commensurate with the market rate for attorneys in Wisconsin with similar qualifications and experience.
10. At all times material hereto, true and correct monthly statements showing the services provided and the amounts charged therefor were rendered by Pines Bach to Mills.
11. Mills did not contact or notify Pines Bach in writing of any complaint as to the amounts charged within a reasonable time after the monthly statements were rendered as required by the contract.
12. Despite due demand for payment, Mills has failed and refused to pay the balance due Pines Bach for the legal services provided.
13. Mills’ failure and refusal to pay Pine Bach the balance due constitutes a material default and breach of the contract.

14. Pines Bach is entitled to interest on the unpaid balance due at the contract default rate of 12% per annum.

15. The unpaid balance due Pines Bach under the contract is \$113,079.62, together with contract default interest in the amount of \$25,571.90, less payments in the amount of \$19,157.50, for a total unpaid balance due as of February 7, 2022 of \$119,494.02.

16. Pines Bach is further entitled to prejudgment interest on the unpaid balance due at the contract default rate of 12% to date of judgment in an amount to be determined.

COUNT TWO – PROMISE TO PAY REASONABLE VALUE

17. Reallege as though set forth in full paragraphs 1 through 16 of this complaint.

18. The legal services were provided by Pines Bach at the request of Mills, or in the alternative, Mills accepted the same.

19. The reasonable value of the legal services provided by Pines Bach to Mills is \$113,079.62.

COUNT THREE – UNJUST ENRICHMENT

20. Reallege as though set forth in full paragraphs 1 through 19 of this complaint.

21. Pines Bach conferred a benefit upon Mills by providing the legal services and Mills knew and accepted the benefit.

22. Mills has improperly benefited and profited from the unjust use of the legal services provided by Pines Bach without payment therefor.

23. The reasonable value of the benefit conferred is \$113,079.62.

24. It would be inequitable to allow Mills to retain the benefit conferred without payment to Pines Bach.

COUNT FOUR – PROMISSORY ESTOPPEL

25. Reallege as though set forth in full paragraphs 1 through 24 of this complaint.

26. Mills promised to pay for the legal services provided by Pines Bach in the ordinary course of dealing between the parties.
27. Pines Bach relied on the promise of Mills to pay in furnishing the legal services.
28. It is necessary to enforce the promise of Mills to pay in order to avoid injustice.

PRAYER FOR RELIEF

WHEREFORE, plaintiff respectfully prays that judgment be entered against the defendant as follows:

- (a) Damages for breach of contract, or in the alternative for measure of services rendered, unjust enrichment or promissory estoppel for the unpaid balance due together with contract default interest through February 7, 2022, in the amount of \$119,494.02.
- (b) For prejudgment interest from February 7, 2022 to date of entry of judgment at the contract default rate of 12% per annum;
- (c) For statutory costs, disbursements and reasonable attorney fees.
- (d) For such other and further relief as the Court may deem just and equitable.

Dated: March 4, 2022.

electronically signed by Roger Sage
Roger Sage, plaintiff's attorney
Attorney Roger Sage
30 W. Mifflin St., Suite 1001
Madison, WI 53703
(608) 258-8855
State Bar # 01009033